

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| In re Application of: |) | |
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| Scott Watson, et al. |) | Technology Center 2600 |
| |) | |
| Application No.: 10/646,192 |) | |
| |) | |
| Conf. No.: 9068 |) | |
| |) | |
| Filed: August 21, 2003 |) | Examiner: Huynh, Son P. |
| |) | Art Unit: 2623 |
| For: DIGITAL HOME MOVIE LIBRARY |) | |
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REPLY TO EXAMINER'S ANSWER

MAIL STOP – APPEAL BRIEF – PATENTS
COMMISSIONER FOR PATENTS
PO BOX 1450
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Dear Sir:

This Reply to the Examiner's Answer is submitted in connection with the Notice of Appeal, submitted on October 20, 2006, regarding the above-identified patent application.

REAL PARTY-IN-INTEREST

The real party-in-interest is Disney Enterprises, Inc., assignee of the above-identified patent application.

RELATED APPEALS AND INTERFERENCES

U.S. Patent Application No. 10/632,003, which is commonly owned with the present application, both of which include a reference to a common provisional application, is currently on appeal to the Board. The appeal of U.S. Patent Application No. 10/632,003 was filed after filing the appeal of the present patent application. No decision has been reached in that appeal.

STATUS OF CLAIMS

Claims 4-16, 18-35, 37, 41-48, 52-59, 61, 63, and 72-100 are currently pending. Claims 60, 62, 64-68, were previously withdrawn in response to a restriction requirement. Claims 1-3, 17, 36, 38-40, 49-51, and 69-71 were previously cancelled. Claims 4-16, 18-35, 37, 41-48, 52-59, 61, 63, and 72-100 currently remain rejected by the Examiner. Claims 4-16, 18-35, 37, 41-48, 52-59, 61, 63, and 72-100 are the subject of this appeal.

STATUS OF AMENDMENTS

Amendments to claims 9-11, 15, 18-19, 23, 26-27, 30, 41-47, 52, 54, 58-59, 61, 76-78, 80-82, and 88 were previously submitted, but not entered by the Examiner. Accordingly, the index of claims in the opening appeal brief for the present application reflects the pending claims and does not reflect the claim amendments that the Examiner, in an Advisory Action, dated November 2, 2006, refused to enter.

GROUND OF REJECTION TO BE REVIEWED ON APPEAL

Claims 4-10, 12-16, 18-35, 37, 41-42, 52-59, 61, 63, 72-77, and 79-100 remain rejected under 35 USC § 102 as being anticipated by Hunter, et al., US patent publication no.

2002/0056118 (hereinafter, "Hunter"). Claim 11 stands rejected under 35 USC § 103 as being unpatentable over Hunter. Claim 78 stands rejected under 35 USC § 103 as being unpatentable over Hunter in view of Dodson et al., U.S. Patent No. 6,184,877 (hereinafter, "Dodson"). Claims 43-48 stand rejected under 35 USC § 103(a) as being unpatentable over Hunter in view of Maruo, U.S. Patent No. 6,757,909 (hereinafter, "Maruo").

ARGUMENT

1. THE EXAMINER INCORRECTLY RELIES UPON THE DOCTRINE OF INHERENCY AS THE BASIS FOR HIS ANTICIPATION AND OBVIOUSNESS REJECTIONS; HOWEVER, THE LIMITATIONS OF THE REJECTED CLAIMS ARE NOT SHOWN BY THE HUNTER PUBLICATION, EITHER EXPRESSLY OR INHERENTLY

As discussed previously in Assignee's opening brief, while the Examiner asserts that nearly all of the pending claims are anticipated or rendered obvious by Hunter, the crux of his rejection of these claims relies upon inherency. However, **the portions of Hunter that the Examiner relies upon do not provide the necessary claim elements, inherently or expressly.** As is well-settled law, to establish inherency, "extrinsic evidence **must make clear** that the missing descriptive matter is **necessarily** present in the thing described in the reference, and that *it would be so recognized* by persons of ordinary skill. ... The mere fact that a certain thing **may** result from a given set of circumstances is **not** sufficient." In re Robertson, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999) (emphasis supplied).

However, according to the Examiner, "metadata is **inherently** analyzed to determine when to make the movie available for viewing ... regardless of 'traffic' through storage module." See Office Action, dated, April 21, 2006, page 3. (emphasis supplied) This statement, which summarizes the basis for the Examiner's rejections, he repeats in various forms throughout his Answer. However, the portion of Hunter that the Examiner points to,

paragraph 144, lines 23-31, cannot properly provide any basis for inherency under the appropriate legal standard.

The Examiner correctly recognizes that Hunter describes a "first-in, first-out" overwrite protocol; however, description of a first-in, first-out overwrite protocol does not anticipate or render obvious the subject matter claimed in the present application. The Examiner apparently agrees with this latter point because he emphasizes, in multiple places throughout his Answer, that according to Hunter, a different overwrite protocol may be established. The Examiner, thus, repeatedly references the following from paragraph 144 of Hunter: "While a 'first-in, first-out' protocol may be used for overwriting onto the hard drive of module 230, the customer catalog information may serve to establish a different protocol that will overwrite the less likely to be purchased movies ahead of those recordings which, by analysis at module 340, show more promise of being viewed by the customer. Certain new release movies in high demand within the customer's primary areas of interest may be designated to remain in storage for a minimum period of time, say one week, regardless of the 'traffic' through storage module 230." See, for example, Examiner's Answer, page 29. The repeated references throughout the Answer suggest that the Examiner believes this latter aspect of Hunter provides a solid basis for his claim rejections. However, this belief is not correct legally or factually.

Paragraph 144 of Hunter is focused on **overwrite protocols**; as will be discussed in more detail below, **changing from a first-in, first-out overwrite protocol to a different overwrite protocol** does not describe or show claimed subject matter of the present patent application. Likewise, it is significantly different and, therefore, not sufficient to anticipate or render claimed subject matter obvious. To provide a few simple illustrations, a reason this is

insufficient is because it fails to show or describe, even **inherently** and certainly not expressly, how to analyze locally received **metadata**, e.g., metadata received at a set top box or other downstream receiver. Another reason this is insufficient is because it fails to show or describe, even **inherently** and certainly not expressly, how to employ the results of such locally performed analysis to make local decisions as to what storage or other local operations to perform. Additional reasons for paragraph 144 being insufficient to support the claim rejections are discussed in more detail below.

In the Examiner's view, the results produced by Hunter are similar to those of the present application. However, such a view is not correct for a number of reasons. Even assuming the results produced were similar, similarity of results does not establish that such results are achieved by the same or similar technical processes or approaches. This is a basic flaw in the Examiner's **inherency** treatment. There are a myriad of ways that Hunter could operate that are not the same or similar to Assignee's claimed subject matter. Furthermore, as explained in more detail below, it is not factually correct that Hunter produces results that are similar to those of the present application. Therefore, Hunter is not only different in terms of the technical approach employed; it is also different in terms of the results it produces. **Nothing** in Hunter, for example, suggests any one of the following (much less any combinations thereof):

- (1) metadata being generated "non-locally" by the content provider;
- (2) non-locally generated metadata being transmitted by the content provider to a local receiver;
- (3) received metadata being processed locally by the receiver;
- (4) decisions being made by the receiver from locally processed metadata; storage or other local operations being performed on content from locally made decisions.

Hunter describes instead a system in which **any analysis is done completely at the content provider or head end, and without producing any metadata.** Referring, for example, to paragraph 144, lines, 23-31, and Figure 15, the central controller is located at the content provider or head end and controls the downloading of movies, as had been conceded by the Examiner. See, for example, Examiner's Answer, page 29. ("The content provider, including operator, central controller controls the download of movies...into the storage device at the receiver.") Furthermore, as stated in Hunter and illustrated in Figure 15, it is the **central controller**, which includes modules to take into account customer preferences. **With all processing done by modules and all determinations made at the content provider or central controller, there is no apparent reason to generate any metadata to be transmitted. Specifically, it appears from Hunter that the head end or central controller entirely determines the overwrite protocol to apply. There is no analysis of metadata performed at the local receiver or set top box.**

For example, the central controller could make a determination to skip overwriting the last movie sent and begin overwriting at the next movie received after that movie. This would not need to employ metadata analysis at the local receiver since where a movie, or any other content transmitted, begins and ends would be information included in the packets transmitted. This information is needed for proper reassembly at the receiver and therefore, in this context, is not metadata. Likewise, the central controller could specify a fixed period for which that movie (or other content) will be skipped on every subsequent download to storage so that the movie (or other content) remains in storage. However, this is not what is claimed by the present application. For example, comparing claim 4 with Hunter, Hunter does not illustrate an approach that even contemplates, for this example, making a determination

regarding **when** to make a received movie data **available for viewing**. Again, Hunter does not involve **metadata**, as discussed above. Furthermore, embodiments in accordance with claimed subject matter permit **any** user to have a **customized** content delivery, **customized** content analysis and/or **customized** content management system at the set top box or receiver, for example. In particular, for this example, these services may be uniquely customized for each user. This is not shown, described, illustrated, implied, suggested or even **inherently** included within Hunter.

The discussion above shows that Hunter is almost precisely the opposite of what the Examiner says that it is. Therefore, if anything, Hunter **teaches away** from claimed subject matter. According to the Examiner, based on Hunter, "the movie data representing one or more movies stored on the set top box is **inherently** effecting (sic) removed at a time determined by the content provider (i.e., only be remove/overwritten after one week, as determined by the content provider regardless of the 'traffic' through storage module)." Final Office Action, dated, April 21, 2006, page 5 (emphasis supplied). However, again, **Hunter makes no mention of metadata or of metadata analysis at the receiver**. Rather, Hunter discloses a "first in, first out" write-over protocol to permit downloaded content to remain in storage module 230 and be available for on-demand viewing for approximately two weeks, **with the exact time depending on how many customer-selected movies are downloaded during that period**. See Hunter, paragraph 0139. Hunter then goes on to explain that "[t]he objective is for the storage module 230 to have available for on-demand viewing a large percentage of movies that any particular customer may be interested in at any given time – or at least have those movies available to the customer over a period of time **as new entries into storage overwrite older entries**." See Hunter, paragraph 0141 (emphasis supplied).

Hunter further states “[h]owever the expression of movies preferences is made, this information may be used alone, or in conjunction with other information, to permit the customer’s user station to download to memory (e.g., fifteen movie capacity) **an ongoing, rolling selection of movies** that will most likely match the preferences of the customer.” See Hunter, paragraph 0142 (emphasis supplied). Hunter does state “[w]hile a first-in, first-out protocol may be used for **overwriting** onto the hard drive of module 230, the catalogue information may serve to establish a different protocol that will **overwrite** the less likely to be purchased movies ahead of those recordings which, by analysis at module 340, show more promise for being viewed by the customer.” See Hunter, paragraph 0144. (emphasis supplied) In other words, even the portion of Hunter that the Examiner **completely** relies upon does not **in any way** imply the use of metadata by the local receiver. Instead, it relies upon **a different protocol**, one determined and executed by the central controller, other than first in, first out, to overwrite movies. This, by itself, does not **inherently** show or describe the use of metadata. **Thus, again, Hunter does not, as the Examiner asserts, inherently show (and, likewise, does not expressly show) a system in which analysis of metadata associated with a movie is used, for example, as in claim 4, to determine when movies are made available for viewing.** Instead, Hunter relies on analysis and determinations executed at the content provider **without metadata**.

Several places in the Answer, the Examiner asks the rhetorical question: “...if the data is not used to determine a movie to be removed, how can the system determine the less likely purchased movie or high demand movie to be removed ahead of those recordings or after a minimum period of time?” See Examiner’s Answer, Page 28. As indicated above, Hunter itself answers that question. The central controller tracks its own transmissions. Therefore, it

can determine to not overwrite the last movie transmitted without employing any metadata analysis. This is, of course, just one possible approach. Many other technical approaches to implementing Hunter may be possible. Therefore, under the applicable legal standard, the Examiner is incorrect that use and analysis of metadata at the local receiver is **inherent** in Hunter.

- A. **WITH REGARD TO CLAIMS 4, 23, 26, 37, 41, 52, 72, 83, 88, 91, 95, AND 98 (AND THEIR PENDING DEPENDENT CLAIMS), HUNTER DOES NOT, EXPRESSLY OR INHERENTLY, DESCRIBE OR DISCLOSE TECHNOLOGY FOR ANALYZING, PROCESSING OR OTHERWISE USING METADATA TO MANAGE, DELETE OR OTHERWISE MAKE MOVIE CONTENT AVAILABLE OR UNAVAILABLE.**

Hunter discloses a system wherein “[t]he user station downloads movies to the intermediate storage in storage module 230 just as if the recording had been preselected by the customer.” See Hunter, paragraph 0139. However, this is insufficient for the purposes of section 102. With regard to claims 4, 23, 26, 37, 41, 52, 72, 83, 88, 91, 95, and 98 (and their pending dependent claims), Hunter does not, expressly or **inherently**, describe or disclose technology for analyzing, processing or otherwise using **metadata** to manage, delete or otherwise make movie content available or unavailable. The Examiner’s position is “... Hunter **inherently** discloses ... ‘[the claim language at issue for particular claim].’” See Examiner’s Answer, Pages 30, 35, 37, 40, 41, and 43. (emphasis supplied) As previously demonstrated, that position is not legally or factually correct.

B. WITH REGARD TO CLAIMS 9, 15, 25 AND 57, HUNTER DOES NOT, EXPRESSLY OR INHERENTLY, DESCRIBE OR DISCLOSE TECHNOLOGY REGARDING RE-BROADCASTING MOVIE CONTENT.

The Examiner states that Hunter teaches that "movies are broadcast every 30 minutes from 5:30 pm to 8:30 pm, and several other times daily." Assignee does not concede that the Examiner's characterization of Hunter is correct; however, even assuming it was, this is nonetheless for the purposes of section 102. With regard to claims 9, 15, 25, and 57, Hunter does not, expressly or **inherently**, describe or disclose technology regarding re-broadcasting movie content. The Examiner's position is "... Hunter **inherently** discloses... '[the claim language at issue for particular claim].'" See Examiner's Answer, Pages 31 and 32 (emphasis supplied). As previously demonstrated, that position is not legally or factually correct.

- C. **WITH REGARD TO CLAIMS 10, 18, 30, 56, AND 59 (AND THEIR DEPENDENT CLAIMS), HUNTER DOES NOT, EXPRESSLY OR INHERENTLY, DESCRIBE OR DISCLOSE TECHNOLOGY SO THAT A CONTENT PROVIDER IS ABLE TO REMOTELY CONTROL THE TIMING OF LOCAL OPERATIONS FOR STORING, DELETING, REMOVING OR OTHERWISE MAKING MOVIE CONTENT AVAILABLE OR UNAVAILABLE.**

Hunter states that its system uses a “first in, first out” write-over protocol that would permit downloaded content to remain in storage module 230 and be available for on-demand viewing for approximately two weeks, **with the exact time depending on how many customer-selected movies are downloaded during that period.** See Hunter, paragraph 0139. With regard to claims 10, 18, 30, 56, and 59 (and their dependent claims), Hunter does not, expressly or **inherently**, describe or disclosure technology so that a content provider is able to remotely control the timing of local operations for storing, deleting, removing or otherwise making movie content available or unavailable. The Examiner’s position is “... Hunter discloses ... ‘[the claim language at issue for particular claim]’” According to the Examiner, this is the case since the content provider controls when to transmit. See Examiner’s Answer, Pages 32, 34, and 40. However, this is insufficient for the purposes of section 102. Referring to the claim language at issue for claims 10, 18, 30, 56 and 59, the specific language either expressly refers to **remote** control of the set top box or receiver or, through other language in the claim, indicates that “first in, first out” protocol overwriting is not what the claim is intended to cover. For example, in

claims 10 and 56, those claims recite “the selected movie having previously been stored on the set-top box,” in connection with, respectively, “making selected movies available for viewing by the user at a time pre-determined by the content provider” and “selecting movies for viewing by the user at a time pre-determined by the content provider.” Therefore, despite the position taken by the Examiner, these claims by their express language cannot be referring to a situation where the “predetermined time” is the time that the movie is downloaded to the storage device.

Therefore, Assignee respectfully asserts that the Examiner’s rejection of claims 4-10, 12-16, 18-35, 37, 41-42, 52-59, 61, 63, 72-77, and 79-100 is improper and respectfully requests that the Board reverse the Examiner’s rejections of these claims.

2. HUNTER DOES NOT TEACH EACH AND EVERY ELEMENT OF REJECTED CLAIM 11. ADDITIONALLY, THERE IS NO EVIDENCE OF MOTIVATION TO MODIFY HUNTER.

To successfully make a *prima facie* rejection under 35 USC § 103, the Examiner must show that Assignee's claimed subject matter would have been obvious to one of ordinary skill in the art pertinent to Assignee's claimed subject matter at the time it was made. See KSR International, Co. v. Teleflex, Inc., 127 S.Ct. 1727 (decided April 30, 2007). Some of the factors to consider in this analysis include the differences between the applied documents and Assignee's claimed subject matter, along with the level of skill associated with one of ordinary skill in the art pertinent to Assignee's claimed subject matter at the time it was made. One way in which an Examiner may establish a *prima facie* case of unpatentability under 35 USC § 103 would be to show that three basic criteria have been met. The Examiner, therefore, first, should show that the applied document(s), alone or in combination, disclose or suggest **every element** of Assignee's claimed subject matter. Second, the Examiner should show that there is a reasonable expectation of success. Finally, the Examiner should show that there was some suggestion or motivation, either in the applied documents themselves or in the knowledge generally available to one of ordinary skill in the art, to, in this case, modify the document. The motivation or suggestion and the reasonable expectation of success should be found in the prior art, and should not be based on Assignee's disclosure. See In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); See MPEP § 2142; 2143 - § 2143.03 (regarding decisions pertinent to each of these criteria). It is respectfully asserted that the Examiner has not met this standard with regard to claim 11.

Furthermore, on October 10, 2007, the USPTO published in the Federal Register its Examination Guidelines under 35 USC § 103 in view of the KSR decision, cited above.

These guidelines contain a number of relevant points. In particular, the new Guidelines state that an Examiner must articulate a reason or rationale to support an obviousness rejection. Specifically, Examiner's must articulate findings as to the scope and content of the prior art to support the obviousness rejection being made. The Examiner should focus on the state of the art and not on impermissible hindsight (e.g., from inappropriate use of Assignee's disclosure). **Specifically, Examiners need to account for all claim limitations** in the rejections, either by indicating where each limitation is shown by the applied documents or by providing an explanation of how the document is relevant to an obviousness determination despite the limitation not being shown. Thus, Examiners must explain reasoning that provides a nexus between the factual findings and the legal conclusions of obviousness. It is respectfully asserted that the Examiner also has not met these standards.

As discussed above, Hunter does **not** provide, **inherently** or otherwise, all of the elements of the claim 10, as explained above. However, claim 11 depends from claim 10. Therefore, Hunter does **not** provide, **inherently** or otherwise, all of the elements of the claim 11, as well. For at least these reasons, Assignee respectfully asserts that the Examiner's rejection of this claim is improper and respectfully requests that the Board reverse the Examiner's claim rejection.

Furthermore, the Examiner has not provided **any evidence** of a motivation for one of ordinary skill in the art to modify the disclosure of Hunter to obtain the subject matter of claim 11. As previously indicated, to establish a *prima facie* case for obviousness, the Examiner should provide evidence establishing a motivation, either in the applied documents themselves or from the knowledge generally available to one of ordinary skill in the art, to modify the applied document. However, the Examiner has not cited **any** evidence providing motivation,

from knowledge generally available to one of ordinary skill or otherwise, to produce the subject matter of claim 11 from Hunter. The Examiner merely asserts that it would have been obvious to modify Hunter. In light of the Examiner's failure to establish **any evidence** of a motivation to modify Hunter, it is respectfully asserted that the Examiner has failed to establish a *prima facie* case of unpatentability with respect to the rejected claim. Assignee, therefore, again respectfully requests that this rejection be reversed by the Board.

3. THE APPLIED DOCUMENTS, ALONE OR IN COMBINATION, DO NOT PROVIDE EACH AND EVERY ELEMENT OF REJECTED CLAIM 78. ADDITIONALLY, THERE IS NO EVIDENCE OF A SUGGESTION OR MOTIVATION TO COMBINE THE APPLIED DOCUMENTS.

To successfully make a *prima facie* rejection under 35 USC § 103, the Examiner must show that Assignee's claimed subject matter would have been obvious to one of ordinary skill in the art pertinent to Assignee's claimed subject matter at the time it was made. See KSR International, Co. v. Teleflex, Inc., 127 S.Ct. 1727 (decided April 30, 2007). Some of the factors to consider in this analysis include the differences between the applied documents and Assignee's claimed subject matter, along with the level of skill associated with one of ordinary skill in the art. One way in which an Examiner may establish a *prima facie* case of unpatentability under 35 USC § 103 would be to show that three basic criteria have been met. As explained previously, first, the Examiner should show that the applied documents, alone or in combination, disclose or suggest **every element** of Assignee's claimed subject matter. Second, the Examiner should show that there is a reasonable expectation of success from the proposed combination. Finally, the Examiner should show that there was some suggestion or motivation, either in the applied documents themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the document(s) or to combine document disclosures. The motivation or suggestion to make the proposed combination and the reasonable expectation of success should be found in the prior art, and should not be based on Assignee's disclosure. See In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); See MPEP § 2142; 2143 - § 2143.03 (regarding decisions pertinent to each of these criteria). It is respectfully asserted that the Examiner has not met this standard with regard to claim 78..

Furthermore, on October 10, 2007, the USPTO published in the Federal Register its Examination Guidelines under 35 USC § 103 in view of the KSR decision, cited above. These guidelines contain a number of relevant points. In particular, the new Guidelines state that an Examiner must articulate a reason or rationale to support an obviousness rejection. Specifically, Examiner's must articulate findings as to the scope and content of the prior art to support the obviousness rejection being made. The Examiner should focus on the state of the art and not on impermissible hindsight (e.g., from inappropriate use of Assignee's disclosure). **Specifically, Examiners need to account for all claim limitations** in the rejections, either by indicating how each limitation is shown by the applied documents or by providing an explanation of how the document is relevant to the obviousness determination despite the limitation not being shown. Thus, Examiners must explain reasoning that provides a nexus between the factual findings and the legal conclusions of obviousness. It is respectfully asserted that the Examiner also has not met these standards.

As discussed above, Hunter does **not** provide, **inherently** or otherwise, all of the elements of the claim 41, as explained above. However, claim 78 depends from claim 41 via claim 76. Therefore, Hunter does **not** provide, **inherently** or otherwise, all of the elements of the claim 78, as well. Furthermore, the documents applied by the Examiner do not cure this deficiency. For at least these reasons, Assignee respectfully asserts that the Examiner's rejection of this claim is improper and respectfully requests that the Board reverse the Examiner's claim rejection.

In addition, the Examiner has cited **no evidence** supplying a motivation to combine the applied documents. As indicated above, to establish a *prima facie* case for obviousness, the Examiner should provide evidence establishing a suggestion or motivation, either from the

applied patents themselves or from the knowledge generally available to one of ordinary skill in the art, to modify the applied documents or to combine them. The Examiner has not provided **any evidence** from the applied documents or **any other evidence** that would suggest combining. The Examiner merely asserts that it would have been obvious to the applied documents. In light of the Examiner's failure to establish **any evidence** of a suggestion or motivation to combine the applied documents, it is respectfully asserted that the Examiner has failed to establish a *prima facie* case of unpatentability with respect to the rejected claim. Again, Assignee respectfully requests that this rejection be reversed by the Board.

4. THE APPLIED DOCUMENTS, ALONE OR IN COMBINATION, DO NOT PROVIDE EACH AND EVERY ELEMENT OF REJECTED CLAIMS 43-48. ADDITIONALLY, THERE IS NO EVIDENCE OF A SUGGESTION OR MOTIVATION TO COMBINE THE APPLIED DOCUMENTS.

It is noted that the opening brief in section 3 incorrectly recites language from claim 41, rather than the correct language from claim 43, due to the overall similarity of the claims. Assignee apologizes for this unintentional error; however, in spite of this oversight, Assignee believes that the arguments made in section 3 remain correct. Assignee therefore respectfully asserts that the Examiner's rejection of these claims is improper and requests that the Board also reverse these claim rejections.

CONCLUSION

For at least the reasons above, Assignee respectfully submits that claims 4-16, 18-35, 37, 41-48, 52-59, 61-63, and 72-100, all patentably distinguish over the documents applied by the Examiner. Assignee, therefore, respectfully requests that the Board reverse the Examiner's rejections of these claims and remand this case to the Examiner instructing him to permit the pending claims to proceed to issuance.

Respectfully submitted,

Dated: /12/31/07/

/Howard Skaist/

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